



June 11, 2012

Mr. Tim Himmer, P.E.
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: Sunwood/Armstrong Construction Services

Dear Tim,

We are pleased to present our proposal for consulting services during the construction of the Sunwood Drive and Armstrong Boulevard projects. We based our proposal on the projects being constructed simultaneously by one contractor over a seventeen (17) week period. The work would be done under our existing Engineering Pool Contract with the City of Ramsey.

The following table presents a summary of the work tasks and the estimated budget for both construction staking and contract administration/inspection. More details are presented in the attached proposal. The budget amounts are based on typical expenditures for similar projects. The actual expenditures will vary based on weather conditions and the performance of the contractor. The work will be billed on an hourly basis and we will keep the City informed regarding the budget status as the projects proceed.

Each of the four budget amounts were established separately so we are able to do any of the tasks for the amount indicated. The budget amounts for the Project Engineering and Record Plans are for only the Sunwood portion of the overall project since we anticipate that the design engineer would undertake those tasks for their respective portions of the project.

Sunwood/Armstrong Construction Services—Tasks and Budgets

Tasks	Budget
Project Engineering—plan interpretation, weekly construction meetings, shop drawing review	\$14,300
Construction Staking—control, staking and record plan data acquisition	\$48,600
Contract Administration/Inspection—contract administration, inspection, pay requests and change orders	\$165,800
Record Plans—preparation of record plans	\$6,400
Total	\$235,100



We look forward to working with you on this project.

Respectfully submitted

Robert G. Schunicht

Robert G. Schunicht
Vice President



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Minneapolis, MN 55401

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WORK ORDER

DATE	1/11/2012	CONTRACT NO.	RAM11024
<u>CLIENT INFORMATION</u>		<u>BILLING INFORMATION</u> (IF DIFFERENT FROM CLIENT)	
COMPANY NAME	City of Ramsey	COMPANY NAME	
CLIENT CONTACT	Tim Himmer	CONTACT	
ADDRESS	7550 Sunwood Dr.	ADDRESS	
CITY, STATE, ZIP	Ramsey MN 55303	CITY, STATE, ZIP	
PHONE/FAX	763.433.9817	PHONE/FAX	
<u>PROJECT INFORMATION</u>			
PROJECT NAME	Armstrong/Sunwood Construction Services	PRINCIPAL	Darren Lazan
PROJECT DESCRIPTION	Professional services during the construction of Armstrong Boulevard and Sun wood Drive including the grading of the Sunwood Retail Area and the new Coborn's entrance. The work includes project engineering, Construction staking, contract administration/inspection and record plans.		RCD
PROPERTY LOCATION	The COR	EST. START DATE	Immediately
CITY, STATE, ZIP	Ramsey MN 55303	EST. COMPLETE DATE	November 2012
PIN:		PROJECT MANAGER	Bob Schunicht
		PHASE MANAGER	Bob Schunicht

SCOPE OF SERVICES LANDFORM AGREES TO PERFORM PROFESSIONAL SERVICES FOR THE CLIENT AS FOLLOWS:

PHASE	DESCRIPTION	TASK	ESTIMATED AMOUNT
	Project Engineering	1. Project Engineering -Provide interpretation of plans and specifications for the Sunwood Drive and Sunwood Retail portion of the project, attend weekly construction meetings and onsite construction meetings as necessary, and provide shop drawing reviews for the Sunwood Drive and Sunwood Retail plans.	\$14,300
	Construction Staking	2. Construction Staking -Provide control for the combined projects, provide construction staking and obtain information necessary for the preparation of record plans	\$48,600
	Contract Administration and Inspection	3. Contract Administration and Inspection -Administer the overall contract, prepare pay requests and change orders, and provide construction inspection services as required by the construction activities.	\$165,800
	Record Plans	4. Record Plans -Prepare record plans for the Suwood Drive and Sunwood Retail portions of the overall project	\$6,400

Reimbursable Expenses, including but not limited to Mileage, Plotting, Printing, Scanning, and Subconsultants are not included in the fees below and will be billed as a reimbursable expense at 1.15 times cost.

FEES (RATE SCHEDULE IS AVAILABLE UPON REQUEST FOR HOURLY CONTRACTS)

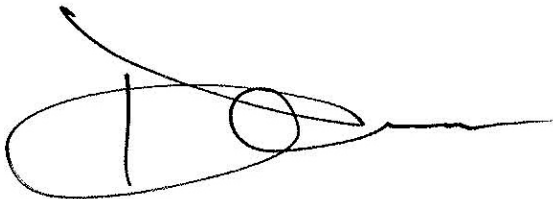
<input type="checkbox"/>	FIXED FEE	FIXED FEE AMOUNT:		Plus Typical Reimbursable RATES 2012 LANDFORM RATES
X	HOURLY WITH AN ESTIMATE	ESTIMATE FEE:	\$235,100	RATES
	HOURLY TO A MAXIMUM	MAXIMUM FEE:		RATES

IN WITNESS WHEREOF, the parties have accepted, made and executed this agreement upon the terms, conditions and provisions stated above and on the attached General Conditions including, but not limited to, provisions relating to limitations on liability of Consultant.

Accepted By:

Landform

City of Ramsey



Date:

Darren Lazan
President

Date: 6/11/2012

Landform Federal Tax ID: 27-1199905

General Conditions

1. All required services outside SCOPE OF WORK outline will be provided upon the CLIENT'S request and will be billed at the rates quoted on the CURRENT FEE SCHEDULE. A copy of the CURRENT FEE SCHEDULE has been made available to CLIENT or is attached hereto. Rates and multiples for Additional Services and other services as set forth in the fee schedule shall be adjusted annually in accordance with normal salary review practices of Consultant.
2. Fees outlined in this contract will be adhered to subject to site conditions and criteria set forth by the CLIENT and requirements of all applicable governmental agencies, utility companies, etc., in effect on the date of the CONSULTANT'S signing of this contract. No work by the CONSULTANT will commence until fully dimensioned and client-approved plans have been received from CLIENT. Subsequent changes to the plans, which require additional work by the CONSULTANT, will result in extra charges at the rates quoted on the CURRENT FEE SCHEDULE.
3. Field staking will be performed one time only for the fees quoted. Any restaking due to the loss of stakes beyond the CONSULTANT'S control will be billed at the rate on the CURRENT FEE SCHEDULE. In addition, fees outlined for field survey and construction staking are subject to the CONSULTANT being able to perform each item without delays beyond its control. The CLIENT shall request construction-staking items a minimum of two (2) working days in advance of when desired.
4. In the event that a question or claim may arise as to an error or omission in the CONSULTANT'S work or plans, the CONSULTANT will assume no liability for errors or omissions unless notified within 48 hours of the client's discovery of such. If notified within 48 hours, the CONSULTANT will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter, at no additional cost to the CLIENT. The CONSULTANT will assume no liability for construction staking unless all stakes are maintained intact and verified as to their origin.
5. The CLIENT shall give separate authorization to the CONSULTANT to commence each item of work as outlined in the SCOPE OF WORK.
6. CLIENT will be billed monthly, based upon percentage of work completed and/or hourly charges and reimbursable costs. Invoices are due and payable upon presentation. Objections to invoices not made in writing within thirty (30) days of the billing date are waived. A FINANCE CHARGE of one and one half percent (1.5) per month (18% ANNUAL PERCENTAGE RATE) will be added to portions of accounts over 30 days past due. FINANCE CHARGES may be compounded. CLIENT'S failure to make timely payments is justification for suspension of all services and withholding of all deliverables until payment is received or other written agreements made. CONSULTANT shall be entitled to recover all costs, expenses and fees incurred by CONSULTANT (including litigation and arbitration fees and costs, reasonable attorneys' fees, and CONSULTANT'S internal labor at the rates quoted on the CURRENT FEE SCHEDULE) due to CLIENT'S failure to make timely payments.
7. This Agreement may be terminated by either party upon seven (7) days' written notice. In the event of any termination, the CONSULTANT will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination. Without limiting the generality of the foregoing, paragraphs 4, 6, 9, 10, 11, 12, 14, 15, and 16 of these General Conditions shall survive any cancellation, expiration, or termination of this Agreement.
8. The CONSULTANT will not be responsible for the cost of permits, title company charges, governmental review fees, soil reports, printing, photographic charges, etc. as applicable, except those printing charges necessary for the CONSULTANT to do its work. The CONSULTANT will be reimbursed for such charges paid by it for the CLIENT at the rates quoted on the CURRENT FEE SCHEDULE.
9. The CONSULTANT will not be responsible or liable for the following: (a) Any use of plans, surveys, specifications, etc. not signed and sealed by the CONSULTANT and approved by the appropriate governmental agencies; (b) Inaccuracy of data, plans, legal descriptions or any other information supplied by the CLIENT or others; (c) Site soil, hydrologic, or geologic conditions; (d) Changes to the plans and specifications made by the CLIENT or others; (e) Job site conditions; or (f) The performance of work on this project by any construction contractor or third party.
10. All original work will be property of the CONSULTANT. The CLIENT at its request will be furnished with reproducible copies as a reimbursable expense. All documents furnished by the CONSULTANT are instruments of its service. They are not suitable for reuse or extensions of this project or any other project. CONSULTANT is the author of these documents and retains all common law, statutory and/or reserved rights, including copyright. Any reuse without specific written approval by the CONSULTANT in each case will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.
11. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in the contract without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or CONSULTANT.
12. The CONSULTANT makes no representation concerning any cost estimate figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only and the CONSULTANT shall not be responsible for fluctuations in costs or quality figures.
13. The CLIENT agrees to cooperate in every way requested by the CONSULTANT to expedite the completion of the work set forth in the contract. The CLIENT agrees to provide the CONSULTANT access to the property involved and to make available any records, documents, deeds, legal descriptions or other items requested by the CONSULTANT for the reasonable pursuit of the completion of the work.
14. The CONSULTANT makes no warranty, either expressed or implied, as to its services. Services will be performed in accordance with generally accepted engineering and/or surveying practices.
15. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is less than or equal to \$100,000 shall be decided by binding arbitration in Minneapolis in accordance with the Construction Industry Rules of the American Arbitration Association. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than \$100,000 shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Agreement shall be governed by Minnesota law, without regard to conflicts of law principles.
16. CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF CONSULTANT IN PERFORMING ITS SERVICES SHALL BE LIMITED TO THE GREATER OF (I) THE AMOUNT STATED IN THIS PROPOSAL AS COMPENSATION FOR CONSULTANT'S BASIC SERVICES, OR (II) THE LIMITS OF ANY INSURANCE ACTUALLY AVAILABLE TO THE CONSULTANT. AT ANY TIME PRIOR TO COMMENCEMENT OF SERVICES. CLIENT MAY, BY PAYING A 20% PREMIUM IN ADDITION TO CONSULTANT'S FEE, ELIMINATE THIS LIMITATION ON LIABILITY. In no event shall CONSULTANT be liable for loss of profits, loss of use, loss of revenue, or any or special, indirect or consequential damages of any kind.
17. **NOTICE OF LIEN RIGHTS (MINNESOTA): (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
18. There are no understandings or agreements except as herein expressly stated.